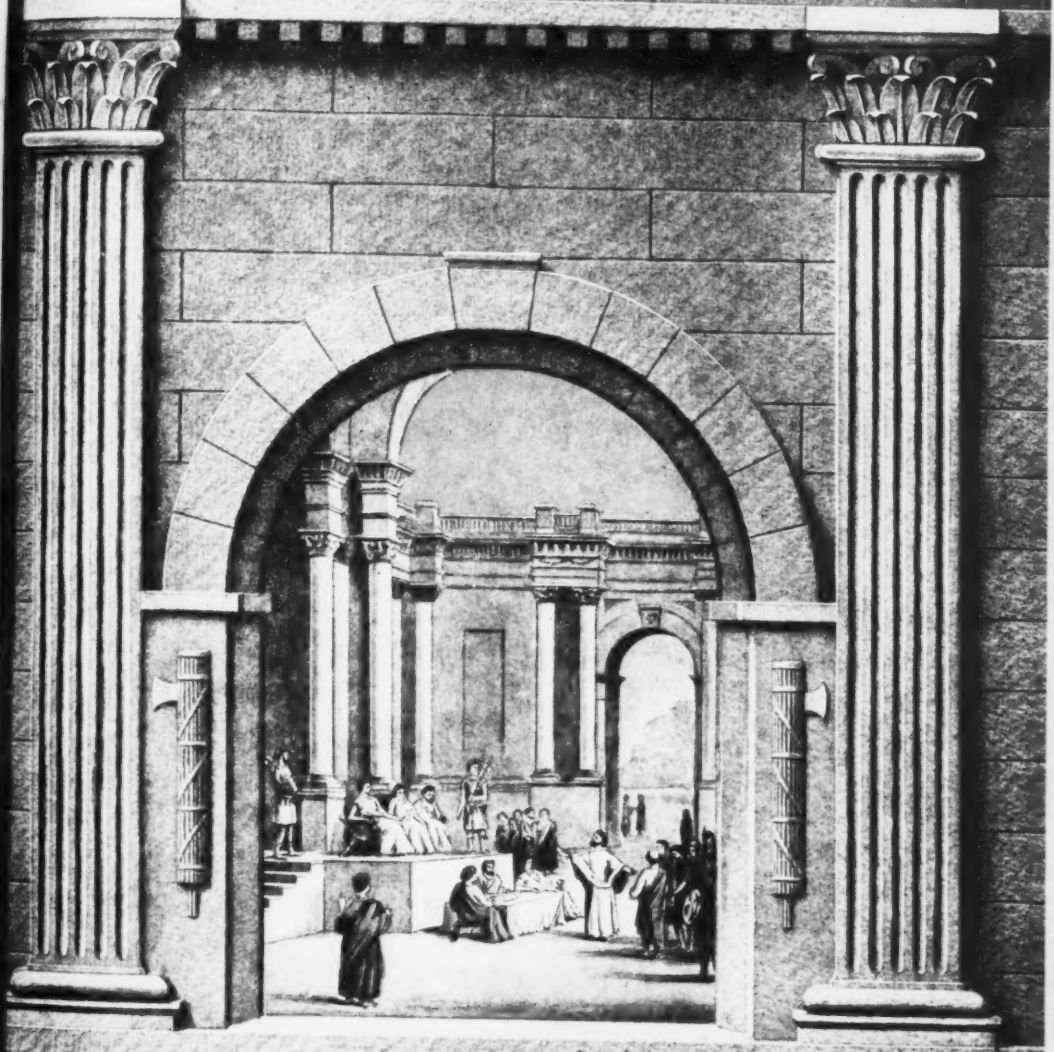
CASE AND COMMENT

SEPTEMBER, 1908



A MONTHLY JOURNAL FOR LAWYERS

Vol. 15 No. 4

PUBLISHED BY
THE LAWYERS CO-OPERATIVE PUBLISHING CO., ROCHESTER, N.Y.

Case and Comment

A Monthly Journal for Lawyers

Published by The Lawyers Co-operative Publishing Company

BURDETT A. RICH, *Editor*
J. B. BRYAN, *Business Manager*
B. R. BRIGGS, *Advertising Manager*

Publication Office: Aqueduct Building, Rochester, N. Y.
Eastern Representative: George S. Krantz, 102 W. 14th Street, New York City
Western Representative: Richard A. Pick, 708 Marquette Building, Chicago, Ill.

¶ *Subscription price fifty cents a year.* ¶ *Five cents a copy.*

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The Lawyers Co-op. Publishing Co.
Rochester, N. Y.

Case and Comment

SEPTEMBER, 1908

A Low Estimate of the Legal Profession.

An article in the Yale Law Journal for June on "The Law—A Business or a Profession," severely and almost savagely arraigns the lawyers of to-day for extreme commercialism, lack of personal honor and gentlemanly courtesy, as well as for cant and hypocrisy in their profession of high standards. The article is made up chiefly of quotations from a familiar conversation, at a recent meeting of the American Bar Association, between an eminent judge and a distinguished lawyer, in which a son of the latter, who was a law student, participated. The judge is represented as saying, among other things, that the lawyers who live their lives in a practical way entirely in accord with their teachings "are few, much fewer than in medicine or in divinity, though the lawyer professes to be more ennobled than the followers of either of these callings;" that "the client today who has no money meets practically with a denial of justice. Lawyers listen to his story, but not one in twenty lends a hand until a retainer is forthcoming;" that "a lawyer's word now has to be reduced to writing by his opponent who has had experience in 'gentlemanly agreements;'" that "half of the lawyers who appear before me fight each other with personalities and innuendoes far more than with the real experience of the law. All the old courtesy and gentlemanly deportment that once characterized the profession has gone, and in its place has come a rough-and-tumble scramble on the floor of the forum;" that "the American Plutarch will find little material for his pen in the lives of modern American lawyers. But among the lives of bankers, manufacturers, pioneers, railroad men, and other men of business, material of the richest kind awaits him."

Few lawyers will admit the justice of this arraignment. Some of the statements above quoted are far too sweeping. Their exaggeration tends to create prejudice against accepting the portion of truth which they really contain. Moreover, the quotations from the unnamed judge proceed to make a severe, if not bitter, attack on two of the most conspicuous representatives of the profession, whose names are not mentioned, but whose identity is scarcely doubtful; and also assail "the outworn doctrine of states rights." Such interjections of personalities and politics will not help to secure a fair, dispassionate, and earnest consideration of what is said respecting the present character and methods of the legal profession. This is unfortunate, because there is at least truth enough in the arraignment to deserve serious consideration.

Something has been done in recent years to free the profession from dishonorable practitioners. But bar associations are usually too lax and sometimes too cowardly to proceed with due vigor and promptness against unprofessional, corrupt, and criminal attorneys. Now and then an association may do something like its duty, but most of them do not. Lawyers with a reputation for resorting to false testimony and the bribery of jurors go on from year to year, with no attempt to deal with them. Any such thorough

and determined work as has been repeatedly done in ferreting out long-existing corruption in some of our cities would furnish abundant proof to convict many of these dishonorable practitioners. But the bar associations are too prone to wait for the proof to be forced upon them before they interest themselves in the matter. Many lawyers of unimpeachable honor in their own practice appear to feel little or no responsibility for the honor of the profession. But in a special sense, every lawyer is his brother's keeper and a guardian of the purity of justice. Most of them shrink from disagreeable duties of this kind. But those who have the largest ability and highest character have the greatest influence in the bar associations, and they cannot escape a large share of responsibility for the practices which disgrace the profession.

Convention Claques.

Hireling howlers at Oriental funerals, and the paid applauders of old-world theaters in their most degraded days, have been at last outclassed, and eclipsed by the fabricated applause of organized claques at our national political conventions. The exhibitions of these ancient professional classes indicated a low grade of intelligence and moral development, because they involved a pretense as dull witted as it was insincere. But representative conventions of the great political parties of the United States, with their claques organized in relays to carry on exhausting contests of endurance in cheering as long as possible, have broken all the world's records for stupidity in the fabrication of enthusiasm or other emotion. No doubt, in each convention there were many whose honest zeal was sufficient for a great burst of applause. But it could be made to last for three quarters of an hour or more, only by organized effort. Men who kept their senses and who dislike simulated zeal, must have felt sick at heart —or stomach.

The development of manufactured applause has gone on in successive conventions because of the determination in each to excel all others in their demonstration. But this year it has been carried to such a preposterous and obviously unnatural extent that hereafter any attempt to break the record again would be likely to invite damaging ridicule.

Election Gambling by Insurance Policies.

Stories of Lloyd's policies on the presidential election have been circulating freely since the candidates were named. The press reports say that the London Lloyd's have written insurance against the election of one of the candidates, on the theory that his victory would damage business, and also that another policy has been taken out on the life of one of the candidates for $100,000. Four years ago, it is said, a man who had bet on the election of Roosevelt, and figured that he could lose only through the death of his candidate, took out a policy on Roosevelt's life running to election day. This kind of gambling on the lives of public men is still a novelty in this country. In England, however, policies on the life of the sovereign and of other people of public character and importance have long been more or less common. Several years ago the press reported the issuance of large policies on the life of J. Pierpont Morgan while in England. The reasons for taking the policies were not stated, but there was a suggestion that they were for indemnity against damage to business, that might result from his death.

The validity of such insurance policies, if contested in American courts, would almost certainly be denied. Sound public policy prohibits the insurance of the life of a person, without his consent, for the benefit of another person. Although the question of consent seems to have been little considered in the numerous cases of infant insurance, so far as policies of that kind

have been upheld, it must be admitted that the consent of the insured was assumed to be immaterial, or else implied because of parental relationship or other considerations. But the scandals that grew out of infant insurance are sufficient to show that all such policies are clearly contrary to sound principles, —especially when the amount of insurance exceeds the expense resulting from death and burial of the child. Creditors have an insurable interest in the life of a debtor to the extent of the debt, but they can insure it only with the consent of the insured. The only possible ground on which it can be held that any member of the public who may choose to pay the premium can have a policy of insurance upon the life of Mr. Bryan or Mr. Taft would be that he has an insurable interest because his business might be affected by the death of the insured. Even then, according to the doctrine of the great body of American decisions, the policy would be valid only to the extent that his business should suffer by such death. Irrespective of this question, however, is that of the wrong of permitting strangers of all kinds to acquire a great interest in the life of a person without his consent, and thereby put his life at the mercy of any who may be tempted to insure him and then secretly cause his death. For these reasons, the Lloyd's policies said to have been taken on the life of a presidential candidate are doubtless void. No other form of gambling has such possibilities of evil as that which puts up for the stake the life of an unwilling person who may even be unaware that some stranger will win a fortune by his death. Such insurance is certainly invalid; it should be made criminal by statute.

A Foreign "Outlook" Upon the United States.

This country must be in the desperate condition that precedes a volcanic eruption of society, if we can believe the London Outlook. It says: "The American masses are becoming permeated with a wholly novel sense of frustration and despair. They are wearying of the old political parties and their meaningless mummeries. They are beginning to realize that under the forms of democracy the millionaire and the boss own and rule America, and that the competitive system is ending in the stifling of competition, in the dethronement of legal and social justice, and in the permanent installation of the extremes of economic inequality. Many millions of Americans are growing up with an angry feeling that they have been cheated out of their inheritance. They suspect their courts, and they are exasperated by the complexities and rigidity of their form of government. They are maddened by the recurrent revelations of corporate dishonesty." These words, as one might guess, were written just after one of our elections, when the imagination of our foreign critic had been kindled by reckless campaign utterances. One might think an Englishman would be familiar enough with the lurid campaign language in his own country to understand better how little that represents the real sentiments of the public, or even of those who utter it. But perhaps Englishmen take all such things more seriously. Americans have proved themselves thoroughly awake to the existence of evils, and have already demonstrated a capacity to deal with them. They know the millenium is not here, and that evil still exists, but they know that, whether one political party wins, or another, this nation will grapple with such evils successfully. The worst evil of all, needing to be recognized clearly and dealt with sharply, consists of the demagogues, who more or less infest all parties, and who try to inflame the public to deal with grave questions in passion rather than in reason.

A Constitutional Hearing in Special Assessments.

A welcome decision, though limited in scope, is that of Londoner v. Denver,

210 U. S. 373, 52 L. ed. —, U. S. Adv. Sheets 1907, p. 708, 28 Sup. Ct. Rep. 708. Against the dissent of the Chief Justice and Mr. Justice Holmes, the court holds that, where a statute commits the assessment to a subordinate body, and denies any review by the courts, the constitutional hearing to which a property owner is entitled in the case of a special assessment for a street improvement must include not merely an opportunity to present objections and complaints to the board, but to support his allegations by argument, and, if need be, by proof. It is a real satisfaction to have the Supreme Court of the United States stand for even this limited protection of the rights of a property owner against confiscation at the arbitrary will of officials. Under this decision he has something like adequate protection under some of the statutes, where the assessment is made by a local board. But the court has repeatedly committed itself in other decisions to the proposition that the legislature itself may assess or direct the assessment of the entire cost of a street improvement upon abutting land according to the foot-front rule, without any inquiry as to benefits received or giving the owner any right to show that this will confiscate his property either in whole or in part. See Tonawanda v. Lyon, 181 U. S. 389, 45 L. ed. 908, 21 Sup. Ct. Rep. 609, and numerous similar cases. In some cases, confiscation of the property is complete, because it cannot be sold for enough to pay the assessment. The absurdity of the rule has been demonstrated in a multitude of instances. In one case, property valued by tax assessors at $50 had a street assessment against it for more than $6,000. Worst of all, any excess of the assessment over and above the value of the property sacrificed for it is sometimes made a personal charge against the owner.

The constitutional barriers against spoliation of property are unmistakably broken down by our highest Federal court in such cases as Tonawanda v. Lyon. This is plainly manifest by a simple statement of the facts and principles. 1. Such assessments are made of the total cost of a street improvement on the abutting property by the foot-front rule. 2. No finding of fact is made by any tribunal, or official body of any kind, to establish that the benefits received either by all the property on the street, or any parcel of it, are really equal to the assessments made upon it. 3. The assessment is therefore based on two nakedly false assumptions. One is that such an improvement must always and necessarily benefit the abutting property as much as it costs. The other is that the various abutting parcels, however they may differ in situation, condition, or value, must all be equally benefited in proportion to their frontage. 4. These assumptions are not only baseless and arbitrary on their face, but have been repeatedly proved false in judicial litigations. It appears most glaringly in those cases in which the victim of the assessment, after losing his property without compensation, has been charged with the excess of the assessment over the value of the property taken from him. 5. Since the very foundation of all such assessments is the fact of benefits, it is clear that due process of law requires that the existence of the vital fact of benefits must be based on some kind of an actual inquiry and finding of such fact, and not on a purely arbitrary, absurd, and knowingly false assumption that the cost of every street improvement must be equaled by the resulting benefits to the abutting property. 6. If the legislature could be conclusively presumed to have investigated the facts of a particular situation before legislating upon it, it is obviously impossible that it could have made any such investigation as to know that in all possible instances there is a natural and inherent equality between the cost of a street improvement and the benefits to abutters. Yet it is on these assumptions, and nothing more, that many assessments have been and are being made, which result in the confiscation of property.

Persistence in the discussion of this question would not be worth while in the face of repeated decisions of our

highest Federal court, if only a theory or doctrine of little practical importance were involved. But there are few matters, if any, in which so large a number of private citizens, usually of the humbler class, are made to suffer such galling injustice under the guise of law. Such assessments are often forced upon abutting owners with no regard for their interests, but in spite of their protests, and either for the benefit of other people who want the use of the improvement without paying for it, or for the graft of petty officials who are working for secret commissions from contractors. The worst cases are usually in the outskirts of cities or towns where the assessed property is of small value even after the improvement is made. Many hard-earned homes have been taken away from humble owners in such localities, under the mockery of benefiting them. Other people more influential may feel the outrage of such injustice, but as each instance comes under the notice of only a few, the inertia of the public does not get stirred sufficiently to correct the pernicious legislation which makes the wrong possible. Hardships thus caused are so great, the injustice so clear, that we ought still to hope our highest court may yet reject its present doctrine.

Our Federal Supreme Court is a tribunal of great ability, but it can never demonstrate that confiscation is justifiable or constitutional. It cannot possibly demonstrate that there is any due process of law in the taking of private property for public benefit without any compensation to the owner, merely because the legislature has arbitrarily directed it to be done under a foot-front rule of assessment, without any inquiry or finding as to the fact of benefits, but solely upon the baseless and demonstrably false assumption that every street improvement must inevitably benefit abutting property as much as it costs.

Subsidized Bullies.

Whatever the merits of the question as to the public policy in respect of government subsidies for ships, it is not to be presumed that there can be any great difference of opinion in respect to the propriety of subsidies from the national treasury to develop bullies. Quite enough of that class grow up without government aid. To train them at public expense is not the best use of the people's money. The dismissal of cadets from West Point for hazing, a few days since, inevitably brings out some sympathy for the young fellows who have been receiving an education at the government's expense, and repaying it by violating the laws. A soldier should be a gentleman, and a gentleman is not a bully. The honor of a soldier should stand for maintaining law, not for trampling upon it or cheating it. A soldier is supposed to be brave, but bravery is not shown by secret tyranny over those in his power. The spirit of fun is a healthy element in life, but the fun that consists in inflicting misery on the helpless or those who are at a disadvantage is not the fun that characterizes a gentleman or a true soldier. Tying a tin pan to the tail of an unbroken colt for the fun of seeing him run himself to death, pouring kerosene on a dog and setting him on fire, and similar playful jokes, are of the same order as the bullying of small boys by larger ones. Most, at least, of the hazing that is done grows out of the same spirit. The essence of it is to inflict suffering and humiliation on those who are not in a position to defend themselves. Few things are less to the credit of any institution of learning than to treat this kind of meanness with leniency. But when students, supported and educated at the public expense for the purpose of giving them great responsibility as army officers, break the laws made for them, and organize a secret system of petty tyranny, it is time they gave place to men of different ideals and practices. One may presume that they have not fully recognized the essential meanness and cowardice of their practices, but no excuses that one may make for them should stand in the way of their just punishment. The disgrace of dismissal

is unpleasant for them, but the disgrace to the country of a government institution which secretly trains men to be law-breakers and bullies, while preparing them to be military officers, is a more serious matter. Officers with such training, and who have learned to take pleasure in bullying their inferiors, may account for some at least of the numerous desertions of private soldiers.

An "Uncle Remus" Memorial.

The Juvenile Protective Association, of which Joel Chandler Harris was an official, invites dollar subscriptions for a Memorial Home bearing his name, having a school, a properly equipped gymnasium, a mechanical workshop, and a playground, as a part of the educational plant of the association, to be known as the "Juvenile State," on its tract of 426 acres of land. The purpose is to redeem and train children, not only of Georgia, but of other states. Every dollar donated will go for this purpose, and can be sent to W. R. Hammond, Treasurer, 912 Century Bldg., Atlanta, Ga.

CORRESPONDENCE

Flaxton, N. D., Aug. 15, 1908.

EDITOR OF CASE AND COMMENT:

Dear Sir:—

In your last number, Mr. M. H. Scott, of Piper City, Ill., gives some curious and grotesque notions of law entertained by the laity. Here are a few that I have run across:

That dunning a man on Sunday for a debt cancels the debt.

That a tenant cannot, for any cause, be ejected from a house during the winter time.

Respectfully,
Bertle Nelson.

AMONG THE NEW DECISIONS

Accord and satisfaction. The retention by an employee of a check given him by his employer upon the termination of the employment, reciting that it was the return in full of a cash bond given by the employee, less money wrongfully appropriated, is held, in Demeules v. Jewel Tea Co. (— Minn. —) 114 N. W. 733, 14 L.R.A.(N.S.) 954, not to constitute an accord and satisfaction, on the ground that the employer yielded no part of his claim and suffered no detriment by paying only what he admitted was due and payable.

Accounting. That a claim for damages for injury to business, reputation, and credit of the grantee of a mortgagor by reason of an illegal sale under the mortgage cannot be included in a bill against the mortgagee for an accounting after a subsequent foreclosure, is held, in Manville Covering Co. v. Babcock (— R. I. —) 68 Atl. 421, 14 L.R.A.(N.S.) 900.

Adoption. See Parent and Child.

Affidavit. See Attachment.

Animals. See Proximate Cause; Trial.

Appeal and error. See Contempt.

Army and navy. See Damages.

Arrest. See False Imprisonment.

Assault. See Evidence.

Assignments. See Bankruptcy.

Attachment. An attachment based upon an affidavit made by the plaintiff's attorney is held, in F. Mayer Boot

& Shoe Co. v. Ferguson (— N. D. —) 114 N. W. 1091, 14 L.R.A.(N.S.) 1126, to be sufficient if the facts are positively stated in the language of the statute, it being held unnecessary that the affidavit should disclose in addition thereto that the affiant possessed personal knowledge of such facts.

The words "secretary and treasurer" appended to the signature of an affidavit for attachment sued out on behalf of a corporation are held, in Taylor v. Sutherlin-Meade Tobacco Co. 107 Va. 787, 60 S. E. 132, 14 L.R.A.(N.S.) 1135, not to be sufficient, as matter of law, to show that the affidavit was within the requirements of a statute that it must be executed by the plaintiff, his agent or attorney.

Duly deposited funds of a bankrupt's estate are held, in Rockland Sav. Bank v. Alden (— Me. —) 68 Atl. 863, 14 L.R.A.(N.S.) 1220, to be in the possession of the court so as to prevent attachment even after distribution is ordered, and the checks have been drawn and countersigned, but not delivered, the custody of the law continuing until the trustee in bankruptcy actually pays the distributees the dividends awarded them.

See also Levy and Seizure.

Attorneys. An oral agreement by one suing to cancel a satisfied mortgage as a cloud on his title, to transfer to his attorney a portion of the property in case of success in the suit, is held, in Stearns v. Wollenberg (— Or. —) 92 Pac. 1079, 14 L.R.A.(N.S.) 1095, to confer upon the attorney no right in the cause of action which the court can protect.

A provision in a contract by an attorney to conduct litigation for a contingent compensation, forbidding the client to settle the claim without his consent, is held, in Re Snyder, 190 N. Y. 66, 82 N. E. 742, 14 L.R.A.(N.S.) 1101, to be void as against public policy.

So, also, in Kansas City Elev. R. Co. v. Service (—Kan. —) 94 Pac. 262, 14 L.R.A.(N.S.) 1105, it is held that an agreement between a client and his attorney for the services of the latter in conducting a proposed lawsuit, wherein it is agreed that the client shall not settle, compromise, or otherwise dispose of the cause of action without the written consent of the attorney, is contrary to public policy and void.

The right to recover excessive fees exacted by attorneys from a client under an illegal contract for compensation is sustained in Donaldson v. Eaton (— Iowa, —) 114 N. W. 19, 14 L.R.A. (N.S.) 1168, although voluntarily paid.

See also Attachment.

Automobiles. See Highways.

Bailment. Under a contract of hire between bailor and bailee that the bailee shall return the property in as good condition as when received, or pay for it, it is held, in Grady v. Schweinler (— N. D. —) 113 N. W. 1031, 14 L.R.A.(N.S.) 1089, that the bailee becomes an insurer for the return of the property.

Bankruptcy. An assignor's discharge in bankruptcy is held, in Citizens' Loan Asso. v. Boston & M. R. Co. (— Mass. —) 82 N. E. 696, 14 L.R.A. (N.S.) 1025, not to affect the right of the creditor who has not proved his claim to enforce a valid assignment of future wages under an existing employment, given without fraud, to secure a valid subsisting debt.

See also Attachment; Covenants and Conditions.

Bills and notes. Under the negotiable instruments law, it it held, in Rockfield v. First Nat. Bank, 77 Ohio St. 311, 83 N. E. 392, 14 L.R.A.(N.S.) 842, that a third person placing his name on the back of a promissory note by blank indorsement before or at the time of delivery is an indorser, and cannot be held in any other capacity.

So, in Deahy v. Choquet (— R. I. —) 67 Atl. 421, 14 L.R.A.(N.S.) 847, it is held that persons who place their names on the back of a note before its delivery are indorsers, entitled to notice of dishonor, under that section of the negotiable instruments law providing that the person primarily liable on the note is one who, by its terms, is absolutely required to pay the same, all others being secondarily liable, and that a person who places his signature

on the note otherwise than as a maker is deemed an indorser.

See also Limitation of Actions.

Blasting. See Master and Servant.

Brokers. That one who orders grain for future delivery intends the transactions to be mere wagers is held, in Hallet v. Aggergaard (— S. D. —) 114 N. W. 696, 14 L.R.A.(N.S.) 1251, not to deprive the broker of his commissions, where the latter buys in good faith, contemplating actual delivery.

See also Commerce.

Carriers. Delivery of a carrier's baggage check for a trunk which is at a union station, to the agent of another company at a way station on its line, who agrees to procure and forward it, is held, in Southern R. Co. v. Bickley, M. & Co. (— Tenn. —) 107 S. W. 680, 14 L.R.A.(N.S.) 859, not to be a constructive delivery of the trunk to the second carrier so as to make it liable for the subsequent loss of the baggage while still in the union station, there being nothing to show that the agent had authority to make the agreement.

A sleeping car company, although not a common carrier, is held, in Pullman Co. v. Lutz (— Ala. —) 45 So. 675, 14 L.R.A.(N.S.) 907, to be under an obligation to notify a passenger of her arrival at her destination.

An announcement of the next station, as required by statute, a few minutes before a passenger train stops on a trestle after dark, before reaching the station, without warning the passengers to keep their seats, is held, in Diggs v. Louisville & N. R. Co. (C. C. A. 6th C.) 156 Fed. 564, 14 L.R.A.(N.S.) 1029, not to constitute negligence so as to make the carrier liable for the death of passengers unaccustomed to railway travel who leave the train and fall from the trestle.

A police officer is held, in Gabbert v. Hackett (— Wis. —) 115 N. W. 345, 14 L.R.A.(N.S.) 1070, not to be deprived of his right to the high degree of care due from a carrier to a passenger because no valid contract exists for the reason that he is riding free under an invalid ordinance, when he takes passage in good faith as a passenger, with the consent of the company, not refusing to pay fare.

A carrier volunteering to assist a woman to board a train at a station where no unusual difficulties are present, is held, in St. Louis, I. M. & S. R. Co. v. Green, 85 Ark. 117, 107 S. W. 168, 14 L.R.A.(N.S.) 1148, to be bound to use only ordinary care in the discharge of that service.

The duty of reasonable inspection imposed upon a carrier receiving cars from another line is held, in Gulf, W. T. & P. R. Co. v. Wittnebert (— Tex. —) 108 S. W. 150, 14 L.R.A.(N.S.) 1227, not to require it to unscrew the cap on the dome of an oil car to discover whether a concealed check valve was properly set in loading the car, so as to protect from injury persons in the employ of the consignee who might unload it.

Census. See Parties.

Charities. See Negligence.

Commerce. An ordinance imposing an annual fee of $1,000 for the privilege of conducting a brewery business within a municipality, and requiring compliance with prescribed conditions in addition to the payment of the fee, is held, in Schmidt v. Indianapolis, 168 Ind. 631, 80 N. E. 632, 14 L.R.A.(N.S.) 787, to be a police measure, and therefore not an unlawful interference with interstate commerce as applied to products imported from another state.

The business of buying and selling futures in cotton and grain on margins for commission is held, in Ware v. Mobile County, 146 Ala. 163, 41 So. 153, 14 L.R.A.(N.S.) 1081, not to constitute interstate commerce so as not to be subject to a state brokerage license or occupation tax, although the contracts are to be executed in another state, where they are discharged by payment of differences in the market values.

Constitutional law. A statute making it a crime to have in possession for use or sale certain bottles or other vessels without the written consent of the owner, and providing for search warrant to seize and restore such property to the owner, is held, in State v.

Schmuck, 77 Ohio St. 438, 83 N. E. 797, 14 L.R.A.(N.S.) 1128, to be invalid as unconstitutional class legislation.

Contempt. The trial court's jurisdiction to punish for contempt the violation of an injunction forbidding a labor union to picket premises of complainants and to interfere with their business and employees is held, in Barnes v. Chicago Typographical Union No. 16, 232 Ill. 402, 83 N. E. 932, 14 L.R.A. (N.S.) 1150, not to be suspended by an appeal from the decree.

Contract. A contract by a person in anticipation of his appointment to the office of county treasurer, that, in consideration of certain persons becoming sureties on his official bond, he would, if appointed thereto, devote and apply all the fees, salaries, and emoluments of the office in excess of a certain amount to the payment and discharge of certain obligations on which he and they were jointly liable, is held, in Serrill v. Wilder, 77 Ohio St. 343, 83 N. E. 486, 14 L.R.A.(N.S.) 982, to be contrary to public policy and void.

See also Attorneys.

Corporations. Officers and stockholders of a corporation who, as its agents, sell its business and good will, are held, in Hall's Safe Co. v. Herring-Hall-Marvin Safe Co. 76 C. C. A. 495, 146 Fed. 37, 14 L.R.A.(N.S.) 1182, not to be bound by the stipulations of a contract against re-engaging in business, merely because they participate in the sale and as stockholders receive its benefits.

See also Attachment.

Covenants and conditions. A provision in a deed poll to a canal company that the company, in consideration and on condition of the transfer of certain land to it, and the resulting benefit to the grantors as the owners thereof, will construct a basin connected with the canal upon the property, is held, in Dawson v. Western Maryland R. Co. (— Md. —) 68 Atl. 301, 14 L. R.A.(N.S.) 809, not to be enforceable by the assigns of the grantors as a covenant running with the land, because the company did not sign or seal the deed, and the provision relied on as a covenant referred to things not in being, and there was nothing that could be construed either as a covenant with the grantors and their assigns, or by the canal company for itself and assigns.

A covenant running with the land and passing a private right of way along an alleged alley is held, in Talbert v. Mason (— Iowa —) 113 N. W. 918, 14 L.R.A.(N.S.) 878, to be implied from a conveyance of a parcel of land and in connection therewith a right of way to an "alley" described as existing on remaining land of the grantor, and necessary to give access from the rear of the granted premises to the street.

A condition in deeds by the founder of a town that no alcoholic beverages shall be sold on the granted premises under penalty of forfeiture, for the purpose of securing a monopoly of the business to himself, is held, in Burdell v. Grandi (— Cal. —) 92 Pac. 1022, 14 L.R.A.(N.S.) 909, to be void as against public policy.

The platting of a tract of land into streets and lots of a certain size, and the sale of lots according to the plat, are held, in Harold v. Columbia Invest. & Real Estate Co. (— N. J. —) 67 Atl. 607, 14 L.R.A.(N.S.) 1067, not to imply a covenant that the size of remaining lots shall not be changed.

A lease which contains a covenant forbidding assignment by the lessee, or the sale of the lessee's interest under execution or legal process, is held, in Gazlay v. Williams, 77 C. C. A. 662, 147 Fed. 678, 14 L.R.A.(N.S.) 1199, not to be forfeited by the sale of a leasehold estate by the leasee's trustee in bankruptcy.

Criminal law. See Assault; Homicide; Jury.

Damages. A woman, who, in the exercise of reasonable care, passes the night in a railway station where rough looking men are sleeping on the floor, because of the failure of a telegraph company to deliver a message requesting friends to meet her on a midnight train, which on its face shows that the residence is three miles from the station, is held, in Postal Teleg. Cable Co.

v. Terrell (— Ky. —) 100 S. W. 292, 14 L.R.A.(N.S.) 927, to be entitled to hold the telegraph company liable for the mental suffering thereby caused.

Mental suffering from humiliation is held, in Buenzle v. Newport Amusement Asso. (— R. I. —) 68 Atl. 721, 14 L.R.A.(N.S.) 1242, not to be an element of damages in an action for breach of contract for refusing to admit a ticket holder to a dance hall because in the uniform of a petty officer of the United States Navy.

Deeds. See Covenants and Conditions.

Descent and distribution. See Parent and Child.

Ejectment. The right to maintain eectment on breach of condition subsequent requiring the grantee to take care of the grantor for life is denied in Mash v. Bloom (— Wis. —) 114 N. W. 457, 14 L.R.A.(N.S.) 1187, under a statute providing that the plaintiff must have a right of possession when he begins his action, where, at the commencement of the action, the plaintiff has not notified the defendant of his election to take advantage of the breach, either by a demand for possession or by some other act equivalent to a re-entry for condition broken.

Elections. See Intoxicating Liquors.

Estoppel. That a state cannot be estopped to exercise its power of assessment and taxation with reference to lands merely because it may have made or continues to make, a wrongful claim to own them, is declared in Chicago, St. P. M. & O. R. Co. v. Douglas County (— Wis. —) 114 N. W. 511, 14 L.R.A.(N.S.) 1074.

Evidence. To render admissible evidence of specific instances to show the dangerous character of one upon whom an assault is alleged to have been committed in self-defense, it is held, in McQuiggan v. Ladd, 79 Vt. 90, 64 Atl. 503, 14 L.R.A.(N.S.) 689, that defendant need not be shown to have known of all their details, if he knew that such character existed.

But the right of one accused of murder to prove, for the purpose of showing reasonable ground for apprehension of bodily injury or loss of his life, particular instances of violence or viciousness on the part of the deceased, which did not concern the defendant, and at which the latter was not present, and of which he had no personal knowledge, is denied in State v. Roderick, 77 Ohio St. 301, 82 N. E. 1082, 14 L.R.A.(N.S.) 704. With these cases is an elaborate note on the question of the admissibility of evidence of specific instances to prove character.

Executors and administrators. The appointment of an administrator *de bonis non* and the distribution by him to the remainderman are held, in Crean v. McMahon (— Md. —) 68 Atl. 265, 14 L.R.A.(N.S.) 798, not to be necessary to vest in him title to a leasehold bequeathed to the executor for life with remainder over, where the executor distributes the life estate to himself in his accounts which are approved by the probate court and dies without actually distributing the remainder.

False imprisonment. The wrongful detention of a woman in an office for three quarters of an hour by closing the door and telling her that she cannot leave until she gives up a deed in her possession, and by threatening to call the sheriff, is held, in Kroeger v. Passmore (— Mont. —) 93 Pac. 805, 14 L.R.A.(N.S.) 988, to constitute a false imprisonment.

Officers in charge of a patrol wagon, who assist in conveying to the station house a person illegally arrested without warrant, are held, in Cook v. Hastings, 150 Mich. 289, 114 N. W. 71, 14 L.R.A.(N.S.) 1123, to be equally liable with the person making the arrest for the damages caused thereby.

False pretenses. When one makes a representation of value as an existing fact, knowing it to be false, and intending it to influence another to part with money or property, and the other party, relying upon such representation, is thereby induced to part with money or property to the one making the false representation of value, such facts are held, in Williams v. State, 77 Ohio St. 468, 83 N. E. 802, 14 L.R.A.(N.S.) 1197,

to be sufficient to sustain a conviction for obtaining money or property by false pretense.

Food. In State v. Meyer (— Wis. —) 114 N. W. 501, 14 L.R.A.(N.S.) 1061, it is held that the fact that oleomargarin is made and sold in imitation of yellow butter may be shown by resemblance produced solely by the ingredients of the manufactured compound, if they were used to produce the color when others were available.

Fraud and deceit. An action for deceit, for inducing the consolidation of two corporations by false representations as to the financial condition of one of them, is held, in Pigott v. Graham (— Wash. —) 93 Pac. 435, 14 L.R.A. (N.S.) 1176, not to lie, no fiduciary relation existing between the parties, where there was no concealment of anything, and the person injured was competent and able to have investigated, and was not kept from doing so, and it does not appear that an examination was in fact made.

One contracting to buy land is held, in Selby v. Matson (— Iowa —) 114 N. W. 609, 14 L.R.A.(N.S.) 1210, to be entitled to rely upon representations of the seller as to what parcels make up the tract, unless informed or put on inquiry to the contrary.

An action for fraud and deceit is held, in Sears v. Wegner, 150 Mich. 388, 114 N. W. 224, 14 L.R.A.(N.S.) 819, to lie against one who fraudulently induces a woman to enter into a void marriage relation with him, by assurances that an existing marriage into which he has entered with another is void.

Futures. See Commerce.

Good will. See Corporations.

Guaranty. A guaranty to a firm of a customer's running account is held, in Lyon v. Plum (— N. J. —) 69 Atl. 209, 14 L.R.A.(N.S.) 1231, not to be operative as to credit extended after the admission into such firm of a new member, in the absence of anything to show that such change in the firm was originally contemplated by the guarantor.

Highways. An automobile is held, in Doherty v. Ayer (— Mass. —) 83 N. E. 677, 14 L.R.A.(N.S.) 816, not to be a carriage within the meaning of a statute requiring towns and cities to keep their highways reasonably safe and convenient for travelers with their horses, teams, and carriages.

The owner of property abutting on a street near a portion which the municipality is attempting to vacate is held, in John K. Cummings Realty & Invest. Co. v. Deere & Co. 208 Mo. 66, 106 S. W. 496, 14 L.R.A.(N.S.) 822, to have no right to maintain a suit to enjoin such act, merely because it will depreciate the value of his property more than other property in the city.

The statutory duty of a municipal corporation to keep its streets in repair is held, in Udkin v. New Haven, 80 Conn. 291, 68 Atl. 253, 14 L.R.A.(N.S.) 868, not to call for or justify entrance upon private property to deal with causes producing ice on a sidewalk, the cause of complaint being not of itself a direct source of danger, or, if such, not being susceptible of remedial measures which can be reasonably employed in the highway.

The daily use of a public highway by a traction engine drawing from two to four wagons loaded with lumber, although not an injury to the road itself, is held, in Covington County v. Collins (— Miss. —) 45 So. 854, 14 L.R.A.(N. S.) 1087, to be properly prohibited by the board of supervisors as dangerous to travel, and a nuisance.

Homicide. The killing of a boy by his father is held, in State v. Speyer, 207 Mo. 540, 106 S. W. 505, 14 L.R.A. (N.S.) 836, not to be deliberate within the rule that a killing must be with premeditation and deliberation to constitute murder in the first degree, when the father, under apprehension of immediate separation from the child, and the fear that it may be disgraced and mistreated, finding it asleep, is struck with the thought of killing it, which he instantly executes, no malignity existing in his heart toward the child at the time, and the deed not being prompted by motives of revenge.

That a physician may be charged with manslaughter by causing the

death of a sick child by advising a diet which results in its starvation, under a statute which treats all persons concerned in the commission of an offense as principals, although it was the mother of the child who actually withheld the food from it, in the absence of the accused, is declared in State v. McFadden (— Wash. —) 93 Pac. 414, 14 L.R.A.(N.S.) 1140.

Hospitals. See Negligence.

Husband and wife. The right of a creditor who furnishes the necessaries of life to a wife, to maintain an action against the husband for them, is sustained in Edminston v. Smith, 13 Idaho, 645, 92 Pac. 842, 14 L.R.A.(N.S.) 871, although the husband did not contract the debt nor promise to pay the bill.

That a husband is not relieved from liability for the torts of the wife by the married women's laws is declared in Kellar v. James (— W. Va. —) 59 S. E. 939, 14 L.R.A.(N.S.) 1003.

But, in Schuler v. Henry (— Colo. —) 94 Pac. 360, 14 L.R.A.(N.S.) 1009, it is held that a law which makes a husband liable for the torts of his wife committed during coverture, out of his presence, and in which he in no manner participates, is repealed by implication by statutes which give to a married woman absolute control and dominion over her property and person.

The liability of a widow for medical services rendered her husband in his last sickness, under a statute binding the property of both equally for such family expenses, is held, in Vest v. Kramer (— Iowa, —) 114 N. W. 886, 14 L.R.A.(N.S.) 1032, not to be discharged by a failure to present a claim therefor against the estate of the husband in time to hold it, on the ground that husband and wife are made liable as principals by the statute.

Incompetent persons. See Landlord and Tenant.

Independent contractors. See Master and Servant.

Insurance. Inability of the reinsured, by reason of insolvency, to pay a fire loss in full or in part, is held, in Allemannia F. Ins. Co. v. Firemen's Ins. Co. 28 App. D. C. 330, 14 L.R.A.(N.S.) 1049, not to affect the liability of the reinsurer under the contract of reinsurance, even though it provides that the reinsurer shall in no event be liable for an amount in excess of the ratable proportion of the sum "actually paid."

Beneficiaries of a life-insurance contract are held, in Slocum v. Northwestern Nat. L. Ins. Co. (— Wis. —) 115 N. W. 796, 14 L.R.A.(N.S.) 1110, to have, upon the repudiation of the policy by the company, no such interest in it as to enable them to recover the premiums paid, or the damages, where the law recognizes the right of the insured to dispose of the policy by assignment, will, or gift without their consent.

Insurers of the cargo of a vessel against loss by a collision with ice, under a policy containing a sue and labor clause, are held, in St. Paul F. & M. Ins. Co. v. Pacific Cold Storage Co. (C. C. A. 9th C.) 157 Fed. 625, 14 L.R.A. (N.S.) 1161, to be liable for the cost of moving the cargo overland, when, the vessel having been delayed by low water in ascending the river to its destination until formation of ice compelled laying it up for the winter, it was moved with the consent of the underwriter to avoid the effect of the ice upon its breaking up in the spring, and the goods, being perishable, could not have been otherwise preserved.

First cousins of the insured, who are not his creditors or dependent upon him, are held, in Morgan v. Segenfelter (Ky.) 105 S. W. 476, 14 L.R.A. (N.S.) 1172, not to have an insurable interest in his life within the meaning of statutes forbidding the issuance of certificates or policies in favor of beneficiaries who have not such an interest.

Interstate commerce. See Commerce.

Intoxicating liquors. The power to impose a liquor license is held, in State ex rel. Davis v. Police Jury (La.) 45 So. 47, 14 L.R.A.(N.S.) 794, to give no right to make the license fee so large as practically to prohibit any person from entering into the business.

An election to determine whether or not intoxicating liquor may be sold in a precinct is held, in State ex rel. Birch-

more v. State Bd. of Canvassers (S. C.) 59 S. E. 145, 14 L.R.A.(N.S.) 850, to be within the constitutional provision that all elections shall be by ballot.

A sale by a retail dealer in intoxicating liquors, in which the delivery is made within the town or county in which he has a license, in fulfilment of an order, received and accepted at the place of business designated in his license, from his stock of goods kept at that place, is held, in State v. Davis (W. Va.) 60 S. E. 584, 14 L.R.A.(N. S.) 1142, to be deemed by the law a sale at the place of business, and not a sale at the place of delivery, unless it appears that the place of delivery was agreed upon as the place of sale.

See also Commerce; Parties.

Jury. The waiver by one accused of a crime for which he is entitled under the Constitution to trial by jury, of the presence of one juryman who absents himself after the evidence is in and the case is ready for submission to the jury, is held, in Jennings v. State (Wis.) 114 N. W. 492, 14 L.R.A.(N. S.) 862, not to support a conviction by the eleven.

Labor organizations. The acts of striking members of a labor union in picketing the premises of their former employers, and in the use of threats, assaults, and other acts of intimidation, for the purpose of preventing others from working for them, are held, in Chicago Typographical Union No. 16 v. Barnes, 232 Ill. 424, 83 N. E. 940, 14 L.R.A.(N.S.) 1018, not to be justified on the ground that they are done in the course of labor competition for the promotion of the welfare of union laborers.

See also Contempt.

Landlord and tenant. An agreement for second renewal of a lease is held, in Drake v. Board of Education, 208 Mo. 540, 106 S. W. 650, 14 L.R.A.(N. S.) 829, not to be inferred from a general provision for the insertion in the first renewal of all the covenants of the first lease, one of which provides for renewal.

A landlord, although not equipping his building with such leader pipes and conductors as a statute requires, is held, in Coman v. Alles (Mass.) 83 N. E. 1097, 14 L.R.A.(N.S.) 950, not to be liable for an injury caused by snow and ice falling therefrom, where the tenant who allowed them to accumulate had complete control over the entire building, under a lease requiring him to repair and to hold the landlord harmless from damage claims for failure to remove snow and ice from the roof and sidewalks.

The fact that a written extension of a lease was executed by the lessors when insane is held, in Quinn v. Valiquette, 80 Vt. 434, 68 Atl. 515, 14 L. R.A.(N.S.) 962, to be of no importance where the original lease, executed when the lessors were sane, provided for an extension, as distinguished from a renewal, of the lease, and the lessee holds over, thereby exercising his option to enlarge the term.

See also Covenants and Conditions.

Lease. See Landlord and Tenant.

Levy and seizure. A negotiable promissory note is held, in Fishburn v. Londershausen (Or.) 92 Pac. 1060, 14 L.R.A.(N.S.) 1234, to be within the meaning of the terms "property" and "personal property" used in an attachment statute, and therefore subject to levy and sale thereunder.

License. See Commerce; Intoxicating Liquors; Municipal Corporations.

Life tenants. See Executors and Administrators.

Limitation of actions. The words "when a cause of action has arisen," in a foreign state, as used in the Kansas statute of limitations, providing that, when a cause of action has arisen in another state between nonresidents and has become barred in that state by lapse of time, no action on it can be maintained in the state, are held, in Bruner v. Martin (Kan.) 93 Pac. 165, 14 L.R.A.(N.S.) 775, to mean when the cause of action has accrued in a foreign state, or when plaintiff has a right to sue defendant in the courts of such state, and to have no reference to the origin of the transaction out of which the cause of action arose.

A statute prohibiting a suit on a cause of action barred by lapse of time

in the jurisdiction in which the cause of action arose is held, in McKee v. Dodd (Cal.) 93 Pac. 854, 14 L.R.A.(N. S.) 780, to have reference only to the primary and original jurisdiction in which it arose, and not to contemplate other jurisdictions in which a cause of action may arise or accrue because defendant takes up his domicil therein.

Prescription on a demand note is held, in Darby v. Darby, 120 La. —, 45 So. 747, 14 L.R.A.(N.S.) 1208, to run from the date of the note, and not from demand.

Marriage. See Fraud.

Master and servant. The rule that one employing an independent contractor is not liable for the latter's negligence is held, in Houghton v. Loma Prieta Lumber Co. (Cal.) 93 Pac. 82, 14 L.R.A.(N.S.) 913, not to be modified by the doctrine that the employer is liable if the work is such as would necessarily produce wrongful consequences, without reference to the negligence of the contractor, or is such as is intrinsically dangerous, and constitutes *ipso facto* a nuisance, where the injury is produced by blasting in the construction of a wagon road through an uninhabited and substantially untraveled, wild, mountainous region.

A single act of negligence of a helper of a piano mover, in letting a piano fall so as to injure the latter, committed after the hiring, and without the master's knowledge, is held, in McIntosh v. Jones (Mont.) 93 Pac. 557, 14 L.R. A.(N.S.) 933, not to charge the master with lack of ordinary care in the selection of such assistant.

Failure of the master to promulgate rules and regulations, or to give instructions tending in any way to protect employees working on a coal wharf from being run over by cars which are set in motion at irregular intervals, or to require signals or the presence of a lookout in front of the cars while moving, such precautions being entirely easy and feasible, is held, in Polaski v. Pittsburgh Coal Dock Co. (Wis.) 114 N. W. 437, 14 L.R.A.(N.S.) 952, to make out a prima facie case of negligence and liability for resulting injury to a servant.

The duty of inspection owed by a transportation company to its employees is held, in Haskell & B. Car Co. v. Przezdziankowski (Ind.) 83 N. E. 626, 14 L.R.A.(N.S.) 972, not to apply to a manufacturing company operating a railroad for transporting materials about its establishment, in a case where one of its employees is hurt by a car owned by another company and received upon a siding merely to be unloaded.

That a master does not, as a matter of law, comply with his duty to furnish suitable materials for a scaffold to be erected by his servants for their own use, so as to relieve him from liability for injury to a servant by its fall, is declared in Hoveland v. National Blower Works (Wis.) 114 N. W. 795, 14 L.R.A.(N.S.) 1254, where he directs the selection to be made from piles of rotten second-hand lumber, some of the pieces of which contain auger holes, and forbids the use therefor of new lumber which is at hand.

See also Accord and Satisfaction; Negligence.

Mechanics' liens. In a suit against the owner of a building to enforce a subcontractor's lien, it is held, in Fossett v. Rock Island Lumber & Mfg. Co. (Kan.) 92 Pac. 833, 14 L.R.A.(N.S.) 918, that the owner is entitled to credit for payments made other subcontractors during the sixty days within which they were entitled to, but did not, file liens, to the extent of the *pro rata* amounts which the other subcontractors would have been entitled to, if their liens had been filed.

A subcontractor, materialman, or workman, between whom and the owner there is no privity of contract, and in whose favor no direct liability has been imposed upon the owner, is held, in Alberti v. Moore (Okla.) 93 Pac. 543, 14 L.R.A.(N.S.) 1036, not to be entitled to a personal judgment against the owner.

Mental anguish. See Damages.

Money in court. See Attachment.

Municipal corporations. That a debt is created within the meaning of a con-

stitutional provision limiting the amount of municipal indebtedness, by a contract for the extension of the waterworks, although payment is to be made out of the proceeds of an existing waterworks system, which are pledged to secure payment of the amount due, is declared in Schnell v. Rock Island, 232 Ill. 89, 83 N. E. 462, 14 L.R.A.(N. S.) 874.

The liability of a city for injury to a policemen who, without the knowledge of the owner, climbs upon a roof at night to look for gambling in the next building, and while there is burned by a defectively insulated municipal electric-light wire, is denied in Greenville v. Pitts (Tex.) 107 S. W. 50, 14 L.R.A.(N.S.) 979, and neither his official character, nor the fact that the mayor assents to his plan, is held to aid him.

Where there is no express power granted to a city to license or regulate the business of constructing artificial stone, asphalt, or other composite walks, it is held, in Gray v. Omaha (Neb.) 114 N. W. 600, 14 L.R.A.(N. S.) 1033, that it cannot be implied from the grant of authority to construct and repair walks of such material, and in such manner as the mayor and council may deem necessary.

See also Commerce.

Negligence. The owners of a building are held, in Springfield Electric Light & P. Co. v. Calvert, 231 Ill. 290 83 N. E. 184, 14 L.R.A.(N.S.) 782, to be liable for the death of a contractor's servant who while at work removing a stack from the building and in the exercise of due care for his safety, breaks through the roof and is killed, where the accident is due to a hidden defect of which the owners knew, but failed to warn him.

A hospital which is an adjunct of a medical school and is conducted for profit is held, in University of Louisville v. Hammock (Ky.) 106 S. W. 219, 14 L.R.A.(N.S.) 784, not to be a purely public charity, so as to be exempt from liability for the negligence of its servants, although it takes some free patients.

"Wilful negligence," whereby liability is incurred irrespective of the plaintiff's negligence, is held, in Anderson v. Minneapolis, St. P. & S. Ste. M. R. Co. (Minn.) 114 N. W. 1123, 14 L.R.A.(N.S.)886, to be a failure after, and not before, discovering his peril, to exercise ordinary care to prevent the impending injury.

See also Pilots; Proximate Cause; Railroads.

Nuisance. The special damages are sustained by one whose means of access to his cottage on the banks of a navigable river is cut off by an obstruction of the stream with logs, there being no other highway leading thereto, so as to entitle him to recover damages for the obstruction, is held, in Smart v. Aroostook Lumber Co. (Me.) 68 Atl. 527, 14 L.R.A.(N.S.) 1083, on the ground that this is a use and benefit different from that acquired by the public.

See also Highways.

Officers. See Contracts; False Imprisonment.

Oleomargarin. See Food.

Parent and child. An adopted child is held, in Shick v. Howe (Iowa) 114 N. W. 916, 14 L.R.A.(N.S.) 980, to inherit through its adoptive parent from the latter's ancestors, under a statute providing that the adoptive parent and child shall sustain toward each other the legal relation of parent and child, and have all the rights of that relation, including the right of inheritance from each other.

Parties. The right of a private citizen to bring an action for redress of a public wrong consisting of the padding of a census enumeration for the purpose of making it appear that a city had a population large enough to enable saloon keepers to obtain a license by getting the consent of a bare majority of the voters, is sustained in Semones v. Needles (Iowa) 114 N. W. 904, 14 L.R.A.(N.S.) 1156, where the policy of the state manifested in its statutory law is to give the individual citizen the freest and fullest opportunity to question the legality of proceedings setting the liquor laws in operation.

Physicians and surgeons. See Homicide.

Picketing. See Contempt; Labor Organizations.

Pilots. The liability of the pilot to the owners of a vessel hiring him, for a collision loss they are forced to pay because of his fault, is sustained in Guy v. Donald (C. C. A. 4th C.) 157 Fed. 527, 14 L.R.A.(N.S.) 1114, although he may have used reasonable skill and diligence, and, being experienced and skilful, may in good faith have exercised his best judgment.

Plats. See Covenants and Conditions.

Proximate cause. A telephone company which negligently maintains a pole in a dangerous condition until it falls across a highway is held, in Harton v. Forest City Teleph. Co. (N.C.) 59 S. E. 1022, 14 L.R.A.(N.S.) 956, not to be liable for the death of a passer-by in consequence of a stranger's setting the pole back in its place and so insecurely propping it up that it falls again in less than an hour, on the ground that the stranger's negligence is the proximate cause of the injury.

One permitting his colts to run at large on a highway adjacent to the land of another is held, in Loiseau v. Arp (S. D.) 114 N. W. 701, 14 L.R.A. (N.S.) 855, not to be liable for injury to a colt of the latter, resulting from its becoming caught in a barb-wire fence in its effort to get with the others, on the ground that the presence of the colts in the highway is not the proximate cause of the injury.

Public moneys. That a bank which agrees to let another bid for and obtain the deposit of county funds, with the understanding that the latter bank will redeposit a portion of the funds with it, cannot be compelled, in an action by the county, to refund the money alleged to have been so redeposited, on the theory that it was an undisclosed principal in the transaction, is held, in Henry County v. Citizens' Bank, 208 Mo. 209, 106 S. W. 622, 14 L.R.A. (N.S.) 1052, where the statute authorizing the deposit requires that banks with which the county is dealing shall be disclosed upon the records, and permits only one bank to be selected as depositor.

Quitclaim deed. See Vendor and Purchaser.

Railroads. Failure of a railroad company to give statutory crossing signals is held, in Missouri, K. & T. R. Co. v. Saunders (Tex.) 106 S. W. 321, 14 L. R.A.(N.S.) 998, not to be negligence *per se* as to a person on the tracks near a crossing, who is not endangered by any use he is making, or intends to make, of the highway or crossing.

See also Trial.

Recording laws. An unrecorded deed is held, in McCalla v. Knight Invest. Co. (Kan.) 94 Pac. 126, 14 L.R.A. (N.S.) 1258, to take precedence over a judgment against the grantor, rendered subsequent to its delivery.

Sale. Buyers of an engine who tried it, and then, after notifying the seller's agent that they would not accept it, with no special exigency to make its use unavoidable, used it to finish the job, are held, in Fox v. Wilkinson (Wis.) 113 N. W. 669, 14 L.R.A.(N. S.) 1107, thereby to have exercised their election to retain the engine, and to have no right subsequently to repudiate the contract.

See also Corporations; Intoxicating Liquors.

Sleeping car companies. See Carriers.

State. See Estoppel; Wills.

Street railways. The fact that a contract between a paving company and a city may be broad enough to require the former to repair disintegrations in the pavement caused by the fault of the street railway company in using too light a rail and in allowing the joints between its rails to become loose, is held, in Owensboro City R. Co. v. Barber Asphalt Paving Co. 32 Ky. L. Rep. 844, 107 S. W. 244, 14 L.R.A.(N.S.) 1216, not to prevent the paving company from recovering for the cost of such repairs from the railway company.

See also Taxes.

Sunday. A law declaring Sunday a day of rest is held, in State v. Dolan, 13 Idaho, 693, 92 Pac. 995, 14 L.R.A.

(N.S.) 1259, not to be unconstitutional because it does not prohibit all kinds of labor on Sunday.

Taxes. A percentage tax upon the gross receipts of a street railway company within the limits of a city, imposed in consideration of the grant of a franchise to use the streets, is held, in Baltimore v. United R. & Electric Co. (Md.) 68 Atl. 557, 14 L.R.A.(N.S.) 805, not to apply to the company's private rights of way in territory afterward annexed to the city, but to apply to private grants of rights of way in what afterwards become streets of the city, and to legislative grants of rights of way in highways that become streets of the city by annexation.

Telegraphs. See Damages.

Telephones. See Proximate Cause.

Wagers. See Brokers.

Waters. See Nuisance; Taxes.

INTERNATIONAL RELATIONS

A Compilation of the Political Constitutions of the Independent Nations of the New World, with the original texts and English translations, is being prepared by the International Bureau of American Republics, under the editorship of José Ignacio Rodiquez, chief translator and librarian of the Bureau. Two volumes have already appeared.

President Roosevelt recently accepted the honorary presidency of the Peace and Arbitration League, which aims at both adequate armament and effective arbitration. It is a development of the North Carolina Peace Conference.

A League of Peace, proposing to unite the eighty nations of the world in a pledge to universal peace and international arbitration, with a Judiciary Department consisting of the permanent International Court at The Hague, an Inter-Parliamentary Union, composed of all the members of all the national Parliaments of the world as the Legislative Department, and with a world executive to be called the Peacemaker, has been recently organized. It is proposed to have the latter chosen by ballots sent by mail, by a hundred thousand of the intellectual leaders of the world. At least this ambitious programme is outlined in the press reports of the organization.

At the seventeenth Universal Peace Conference in London, on July 26th, a sermon was preached in Westminster Abbey by the Bishop of Carlisle, from the text, "Blessed are the peacemakers."

The progress of the movement among nations to settle questions by agreement or arbitration is strongly evidenced by the long list of international agreements now made in the course of each year. Some of the most notable instances of this kind during the past few months are the following: Conventions concerning arbitration made by the United States with each of the following nations: France, February 10, 1908; Switzerland, February 29, 1908; Mexico, March 24, 1908; Italy, March 28, 1908; Great Britain, April 4, 1908; Norway, April 4, 1908; Portugal, April 6, 1908; Spain, April 20, 1908; The Netherlands, May 2, 1908; Sweden, May 2, 1908; Japan, May 5, 1908; and Denmark, May 18, 1908. In addition to these, the United States has made several treaties with Great Britain: One on May 18, 1908, providing for wrecking and salvage, and for the conveyance of prisoners between the United States and the Dominion of Canada; another on April 11, 1908, respecting the definition and demarcation of the international boundary between the United States and Canada; and another of the same date concerning fisheries in waters contiguous to the United States and the Dominion of Canada. Some of the

more important recent treaties between other nations are the following: One between the United Kingdom, France, Germany, Norway, and Russia, respecting the independence and territorial integrity of Norway, November 2, 1907; a declaration by Germany, Denmark, Russia, and Sweden, on April 23, 1908, declaring the firm resolve of those nations to preserve intact the rights of the Emperor of Germany, the King of Prussia, the King of Denmark, the Emperor of Russia, and the King of Sweden, in whatever concerns their continental or insular possessions in the regions bordering on the Baltic Sea; another declaration of the same date by Great Britain, Denmark, France, Germany, The Netherlands, and Sweden, declaring their firm resolution to preserve intact and mutually respect the sovereign rights which those countries at present enjoy over their respective territories in the regions of the North Sea. There must needs be frequent if not constant wars carried on in the newspapers, but he is overskeptical who cannot see that the sentiment in favor of peace is continually taking stronger hold on all the civilized nations.

NOTES FROM OTHER NATIONS

Not only Canada, but the New World generally, had great interest in the recent tercentenary celebration at Quebec, attended by the Prince of Wales, and to which Vice President Fairbanks carried the greetings of the United States. The French portion of the population was brilliantly represented by Sir Wilfred Laurier, who spoke on behalf of the Parliament and people of Canada. French and English had equal grounds for pride in recalling the heroism and fame of Montcalm and Wolfe, and all entered into the spirit of the occasion with the greatest harmony, loyalty, and enthusiasm. It was an event that stimulated the imagination and pride of all Americans.

A Paris despatch states that Judge Poittevin has been suspended from the bench for three years for letting Lemoine, the diamond manufacturing swindler, have his freedom after he was arrested, thus enabling him to escape.

Thomas Robinson, one of the best known barristers in Canada, jumped from a train between Winnipeg and Montreal on August 11, 1908, and was found dying beside the track. Mr. Robinson was fifty-five years of age. He was counsel for the Winnipeg Grain Exchange.

A deed reciting the receipt by Peter Yorke of £14 16*s.* 8*d.* on the 11th day of Nov. 15 Eliz., as the balance of a certain indenture for £44 between his mother Dame Anne Yorke, of London, widow, and William Lambert, states that the indenture related to the transfer of property within the Lordship of Kylneseye in Craven, county of York, "to holde unto thende of the terme of 3000 yeres next ensewing."

Someone has brought to light from the "Black Books" of the Honorable Society of Lincolns-Inn, an entry stating that at Easter Term, 1502, it was "agreed by the governors and Benchers this term that if any one of the society shall hereafter cut cheese immoderately at the time of dinner or supper, or shall give cheese to any servant or to any other, or shall carry it away from the table at any time, he shall pay 4*d.* for each offense. The butlers of the society shall present such defaulters weekly, under pain of expulsion from office."

Prime Minister Asquith and Lord Chancellor Reid were formerly pupils in the chambers of Lord James, where some other very distinguished English lawyers were also trained. At a recent dinner given him by the Bar of Eng-

land Mr. Asquith referred to the help this great lawyer gave him in his early years. Lord James is also said to have the unique distinction of refusing the Great Seal of England. He had given great assistance to Mr. Gladstone in the passage of the Irish land act of 1881, and in 1886 was offered the Great Seal, to which he had always aspired, but felt obliged to decline it because he was unable to agree with Mr. Gladstone's home rule policy.

"Oh, don't apologize, it only costs the country one pound a minute,"—is the remark recently made in an English court to a dilatory witness, by Mr. Justice Eve.

A writer in the Westminster Gazette contends that for the public there is only one satisfactory solution of the present financial hardship and burden of litigation in England, and that is the liberty of lawyers to practise, if they choose, in either capacity, and thus be able to avoid the present artificial division of legal labor, and diminish what he says is frequently a terrible cost of litigation. He contends that solicitors are now practically bribed by the scale of costs to increase the burden of litigation. He says the Colonies have set the example of a better system, and that England is the only country which maintains a division of the legal profession into the two classes of solicitors and barristers.

A complaint is made that the King's Bench Division is hopelessly undermanned, especially since the new Court of Criminal Appeal makes so much of a draft on the time of the judges. Mr. Justice Bigham, in charging the grand jury at Leeds, recently, emphasizes this fact, and says that the number of criminal appeals must be limited, or additional judges appointed.

A similar complaint was made by Mr. Justice Ridley at the Staffordshire Assizes. Last year when the Attorney General moved an address to the King, asking for an additional judge for the King's Bench Division, there was a humorous suggestion in debate that Ireland should lend two or three judges to England, saying that the Irish people would never miss them, that in a recent year the salaries of the Irish judges had exceeded the sum total of the verdicts rendered, and that within living memory an Irish chief justice had continued to preside on the Bench after his son, who was a member of the House of Commons, had petitioned for exemption from serving on committees because of his advanced years. Because of the lack of business in Ireland, and the leisure of the Irish judges, it is said that a little intellectual exercise on the English side of the Channel would be a boon to them and a benefit to the public.

What constitutes whisky is a question that has been agitating the United Kingdom so much that a royal commission was appointed last February to determine some questions on this subject, after the justices of quarter sessions had been equally divided in some cases that were in court. Whether what is called "patent still whisky" could be properly sold as either Scotch whisky or Irish whisky under the food and drugs acts was the question on which litigation began. The commission, consisting of distinguished men, including scientific and medical experts, is said to have held twenty-nine sittings and examined seventy-four witnesses. Visits have also been made to Scotch and Irish distilleries, and at last a preliminary report has been made, the substance of which is that no restrictions shall be placed upon the processes of, or apparatus used in, the distillation of any spirit to which the term "whisky" may be applied as a trade description, and that the term "whisky," having been recognized in the past as applicable to a potable spirit manufactured from (1) malt, or (2) malt or unmalted barley or other cereals, the application of the term should not be denied to such products. Whether restrictions should be placed on the use of the terms "Scotch whisky," "Irish whisky," "grain whisky," and "malt whisky," etc., is a matter not

finally passed upon yet. Meanwhile, as the Justice of the Peace says, when one asks for whisky, there is a reasonable presumption of receiving "a potable spirit manufactured from malt, or from malt or unmalted barley or other cereals," and diluted more or less with water.

Following a recent decision that the Amalgamated Society of Railway Servants had power to raise money by compulsory subscriptions to pay the salaries of members of the Labor party in Parliament, the question is raised as to what public policy may allow in respect to the acceptance by Parliamentary candidates of such salaries on the stipulated condition that they "shall sign and accept the conditions of the Labor party and be subject to their whip." The Law Journal contends that no contract of such a member to obey the direction of the party whip in return for a salary could be supported, and says it is a serious question whether rules which in terms enable a society to exact contributions from its members to support members of Parliament on their pledge to yield unqualified obedience to the behests of a party whip ought to be recognized as legal.

JUDGES AND LAWYERS

Walter N. Gill, of Kingston, N. Y., has been appointed by Governor Hughes surrogate of Ulster county, to succeed Charles S. Davis, resigned. He has also been nominated as the Republican candidate for that office for the coming term.

B. D. Bell has just been elected to the bench of the supreme court in Tennessee, and Harvie Palmer and A. B. Lamb have been elected to the court of appeals of that state.

Clarence L. Cole, of Atlantic City, was recently elected president of the New Jersey State Bar Association, to succeed Judge Voorhees, of the New Jersey supreme court.

John W. Jones, an able lawyer and well-known Democratic politician of southern Kentucky, died suddenly at his home in Glasgow, Ky., on August 4, at the age of sixty-five years. He had recently undergone an operation at Chicago, but had been recovering quite rapidly until two or three days before his death.

Edward M. Sicard, a lawyer of Buffalo, N. Y., was instantly killed on August 8, 1908, while riding in an automobile, by a collision with a street car. His head was crushed to pieces.

J. Montgomery Sears, of the Boston bar, a member of an old Boston family, and member of the Massachusetts Democratic state committee, was fatally injured in an automobile accident near Providence, R. I., on August 12, while rounding a sharp curve at high speed in the nighttime. One of the front wheels of the machine broke down, the tire burst, and the car plunged over an embankment.

Charles Darlington, of Xenia, Ohio, died at that place on July 17, 1908, of cerebral hemorrhage, at the age of sixty-one years. He was a graduate of Wittenberg College, in 1869, and since 1871 had been a member of the bar in Xenia. Since 1880 he had been solicitor for the Pittsburg, C. C. & St. L. R. Co. for a considerable group of counties in Ohio, though at the same time engaged in general practice.

Llewellyn Powers died at his summer home in Houlton, Me., July 28, 1908. He was born in 1839, attended Colby College two years, and the law school at Albany, N. Y. He was admitted to the bar in 1861. He was county at-

torney of Aroostook county from 1864 to 1871, six times in the state legislature, and for one term was speaker of the house. He was elected governor in 1896 and 1898, and had since been in Congress succeeding Representative Boutelle.

Richard Crowley, for many years a conspicuous figure at the bar and in public life, recently died at his home in Lockport, N. Y. He was city attorney of Lockport, state senator, United States district attorney by appointment of President Grant, and member of Congress. In the tribute to him by the bar, it is said: "In his practice as lawyer, he maintained a splendid dignity which exalted the profession which he so eminently adorned."

William Barge, of Dixon, Ill., one of the oldest corporation attorneys in the state, died recently as the result of a street car accident. He practised his profession in Chicago from 1874 to 1877, and was for a long time attorney for the Illinois Central and Northwestern railroads.

Ex-Governor James H. Budd died at Stockton, Cal., on July 30, 1908, after several weeks' illness. For several years he had been in precarious health, and he had made two trips abroad for recreation and health. Last spring, on returning from Europe, he was in seemingly good health, and for a short time engaged in the practice of law in his home city.

William H. Rollins, a venerable lawyer of Portsmouth, N. H., died at his home in that city July 27, 1908. He was a graduate of Harvard in 1841, and admitted to the bar in 1844. His first ancestor in America came from England in 1632, and settled in that part of Dover, N. H., now known as Rollins Ford.

Robert V. Page died August 2, in San Antonio, Tex., of tuberculosis. He graduated from the University of Rochester in 1885, was admitted to the bar in 1887, and practised his profession in Rochester, N. Y., for several years, after which he was appointed to the quartermaster's office in the War Department at Washington, and was transferred by the Department to San Antonio a few months since, on account of failing health.

William O. Schmidt, a leading member of the Iowa bar for many years, and president of the German-American league of the state, died in Davenport a few days since, from gastritis and heart trouble.

Ezra Butler McCagg, an eminent lawyer and one of the pioneer citizens of Chicago, died in that city August 2, 1908. He was born in Kinderhook, N. Y., November 22, 1825, and admitted to the bar in that state. He went to Chicago in 1847. The Chicago fire of 1871 destroyed his library and art collection, which were among the best in the West at that time. He had been one of the leaders in all movements for the public welfare for many years. He was a charter and life member of the Chicago Historical Society and the Chicago Astronomical Society; a trustee of the old University of Chicago; one of the directors of the Chicago Relief and Aid Society and part of the time its president, during ten years succeeding the fire of 1871; president of the Northwestern Sanitary Commission during the Civil War, and at its close a member of the United States Sanitary Commission. He helped organize the Chicago Academy of Science, and was for years one of its directors. He was for twelve years president of the board of trustees of the Eastern Hospital for the Insane, at Kankakee; at one time president of the Bar Association; and was the first president of the Chicago Club. He was also prominent in various other associations. It was said that he declined the mission to Berlin during the administration of President Hayes.

Hubbard Hendrickson, a veteran lawyer of 59 Wall Street, New York city, has keenly suffered from imputations by a surrogate upon his testimony as to what was said at the execution of a will about thirty years ago, which was but recently offered for probate. The surrogate deemed it incredible that he could so long remember

the conversation. Mr. Hendrickson prepared and distributed a pamphlet giving the facts of the case, including a resolution of the Brooklyn Bar Association in recognition of his honorable professional career, and asked each lawyer to insert this pamphlet in the report of the case with the opinion which had attacked him. The surrogate's opinion is now reversed by the appellate division of the supreme court, which says in its opinion: "Neither of the subscribing witnesses appeared to have the slightest interest in the probate of this will. We find nothing in the surrounding circumstances or in their testimony to discredit them, and we do not share the view of the learned surrogate that they exhibited such feats of memory as to be unworthy of belief, but, on the contrary, think that their testimony, in connection with the attestation clause, leaves no room for doubt that all the formalities requisite for the due execution of a will were complied with in this case." The court said, also, the delay in offering the will for probate was fully explained, and that it was to the credit of the children of the testator that they had respected their father's will for so many years without deeming it necessary to have it probated. The surrogate's imputation on the attorney is therefore shown by the appellate division to have been entirely unjust.

The newspapers have published, as a matter of important news, the statement that Joseph H. Choate, for the first time in over forty years, recently worked for an hour or more copying a deed. This was at Pittsfield, Mass. As he wanted a copy of the deed, and his secretary was absent, he proceeded to do the copying himself. The newspaper reporter declares that every attention was shown Mr. Choate in the registrar's office. We are told that the ex-ambassador "adjusted his glasses and went to work," and as news of the fact spread, newspaper men and lawyers crowded into the office to witness the event. It appears from the account, however, that Mr. Choate sustained himself admirably, and did not allow the embarrassment to prevent his completing the task.

Joshua Hall Bates, an aged and distinguished lawyer of Ohio, died in Cincinnati, July 26, 1908, at the age of ninety-one years, four months, and twenty-one days. He had been sixty-six years at the bar of Ohio. He graduated at West Point, and entered the regular army in 1837, served through the Seminole War, and resigned in 1842, when first lieutenant. He had spent his leisure time while in the army reading law, and, after some further study in the office of Bellamy Storer, was admitted to the bar in his twenty-sixth year. In 1861 he entered the army as a brigadier general. He did much service in organizing recruits, and was frequently called to Washington for consultation with the military authorities and with the President. After the war he re-engaged in practice, from which he formally retired about three years ago.

William B. Allison, United States Senator from Iowa, who had been a member of the bar for fifty-seven years, died at his home in Dubuque, Iowa, on August 4, 1908, at the age of seventy-nine years. He was born in a log cabin in Perry, Wayne County, Ohio, March 2, 1829. He was the son of a pioneer farmer. Aiding himself by teaching school, he was educated at Allegheny and Western Reserve colleges. For forty-five years he had almost continuously represented his state in Washington, and for thirty-five years had been in the United States Senate. Several times he has declined appointment as Secretary of the Treasury, and barely escaped nomination for President in 1888. His services as chairman of the Senate committee on appropriations and as a member of the committee on finance are regarded by his colleagues in the Senate as of extraordinary value to the country. Never spectacular nor sensational in his methods, he was undoubtedly one of the most influential and valuable members of the Senate, who earned and received the confidence of the whole country in a remarkable degree.

BAR ASSOCIATIONS

A Comparative Law Bureau of the American Bar Association has been organized, to be composed of members of that association and lawyers eligible to become members of it, and of delegates from state or local bar associations, as well as from law schools and law libraries. It has published its first annual Bulletin, containing lists of enactments of foreign governments and reviews of foreign law books and periodicals; also English translations of some foreign fundamental laws and particular laws, with legal opinions of specialists. The Bureau proposes to have an annual conference on comparative law generally, to make foreign laws more available to American lawyers, to make special research of the foreign laws, and prepare translations of them, to furnish a list of foreign legal correspondents, and to gather materials and information for practical aid to lawyers, teachers, and students on matters of foreign jurisprudence. The officers and managers are as follows: Director, Simeon E. Baldwin, New Haven, Conn.; Secretary, William W. Smithers, Philadelphia, Pa.; Treasurer, Eugene C. Massie, Richmond, Va.; James Barr Ames, Cambridge, Mass.; Andrew A. Bruce, Grand Forks, N. D.; Edgar H. Farrar, New Orleans, La.; Edwin A. Jaggard, St. Paul, Minn.; George W. Kirchwey, N. Y. City; William Draper Lewis, Philadelphia, Pa.; Charles E. Littlefield, Rockland, Me.; Clifford S. Walton, Washington, D. C.; John H. Wigmore, Chicago, Ill. The editorial staff of the Bulletin consists of W. W. Smithers, Chairman; Samuel E. Baldwin, on International Law and General Jurisprudence; and one or more representatives of each of the principal foreign nations. In this field of comparative law, the pioneer was Société de Législation Comparée of Paris, which has been long established and has a large library and a distinguished staff of the legal scholars of France. Other organizations of the same kind are the Society of Comparative Legislation of London, and the Institut de Droit Comparé, of Brussels, established last winter. Some important work on comparative legislation for the states of this country, either in Constitutions or statutes, has been done by Stimson's American Statute Law; also in the Bulletins of Legislation published by the New York state library. The Wisconsin state library has also issued some pamphlets comparing the laws of all countries on certain specific subjects. The purpose of this new Bureau is to carry on such work on a more comprehensive plan, representing the whole bar of the country.

One of the largest lawyers' associations in the country has recently been organized in New York city, under the name "New York County Lawyers' Association." The reasons for its organization and its extraordinary growth are described at length in an article in the Green Bag for August, by J. Noble Hayes, which states that three thousand of the lawyers of the city have already joined the association, to which every practising lawyer in the county is eligible. The old bar association of New York has existed for many years, and has included in its membership many distinguished lawyers. The writer in the Green Bag explains, however, that the new organization aims at a much larger membership and at greater activity and influence, not as a rival, but as a potent ally of the older association.

LAW SCHOOLS

The Association of American Law Schools and the Comparative Law Bureau have presented a memorial to the Carnegie Institution for the establish-

ment of a Department of Legal Research, which should include, among other things, the translation into English of important legal literature in other languages, showing the historical and philosophical development of general jurisprudence under all national systems, as well as the growth of international law.

A prize of $100 for the best essay on "A Comparative Treatise upon the Rights of One Purchasing Chattels from a Seller Who is without Title, under the Laws of the United States, England, France, and the Spanish-American Countries," is offered to regular students in the law schools of North and South America by the George Washington University. The judges are Ernest Freund, professor in the University of Chicago Law School, and Joaquin D. Casasus, jurist, former Mexican Ambassador to the United States.

A traveling fellowship for the study of criminal law in foreign countries, founded by the late Professor Berner of the University of Berlin, the value of which is 4,000 marks, was awarded last year to Edward Heymann, a German referendar.

The Law Department of the University of Louisville, Ky., has increased its teaching force, and adopted the case method of teaching law, which is already in use in several of the largest law schools of the country. Hon. George DuRalle, ex-judge of the court of appeals, and now United States district attorney, Percy N. Booth, Leon P. Lewis, and Arthur B. Bensinger, of Louisville, have been added to the corps of instructors.

LAW LIBRARIES

At the second annual meeting of the American Association of Law Libraries, held at Asheville, N. C., last year, a resolution was adopted requesting publishers to bind a sufficient number of copies of their law books in buckram or cloth to supply the libraries that preferred such binding. A committee on binding was appointed, and made its report at the meeting this year, in Minnetonka, Minn., in June last. The report shows that, in most of the states, the regular law reports can now be had in buckram or cloth binding by those who desire it, and that the same is true of the reports of the United States Supreme Court, Circuit Court of Appeals, and Interstate Commerce Commission, and of some of the leading sets of reports, such as Lawyers Reports Annotated, the Encyclopædias, National Reporter System, American and English Annotated Cases, and a considerable number of text-books. The Association, however, urges the publishers to agree on a standard grade of buckram in a color that will correspond as nearly as possible with sheep-bound books. The importance of the question is indicated by the statement in the report that the best sheep-bound book rarely lasts over seven years, whereas the buckram-bound book lasts indefinitely, and that the large bills for rebinding sheep-bound books have been a continual drain on the law libraries during the last few years.

NEW LAW BOOKS

"Mining Law and Land-Office Procedure." With statutes and forms. By Theodore Martin. (San Francisco: Bender-Moss Co.) 1908. $7.50.

This work claims not to be a treatise, but a statement of the law of the subject and of the places where it can be found. It takes notice of the statutes,

and the regulations of the Federal government respecting public lands, as well as the decisions of the courts down to the present year. Forms are furnished for procedure under Federal laws, as well as under the laws of the various mining states. Rights in mineral oils, as well as in other mining claims are included. The work appears to be carefully done, and must be welcome to those who have to do with mining questions of any sort.

"Wilson's Mining Laws." (Calvert Wilson, 350 Wilcox Bldg., Los Angeles, Cal.) 1 Vol. 1907. $1.00.

This is a pamphlet compilation of the mining laws of the United States, Arizona, California, Nevada, and Utah, with annotations noting the decisions pertinent to the various sections of the statutes, and with a set of forms. It includes also the corporation laws of Arizona. The volume is small, compact, and convenient.

"Water Rights in the Western States." By Samuel C. Wiel, 2d ed. 1 vol. $7.50.

"Digest of Idaho Supreme Court Reports, Vols. 1 to 13." By Hon. J. F. Ailshie and Edwin F. Snow. 1 vol. $8.

"Annotated Negotiable Instruments Law." 3d ed. By John J. Crawford. $3.

"Irrigation Manual." By J. Warner Mills. $4.

RECENT ARTICLES IN LAW JOURNALS AND REVIEWS

"Canons of Professional Ethics, Submitted by Special Committee of the American Bar Association."—67 Central Law Journal, 43.

"Burdening the Insured (Taxation of Insurance Companies)."—16 American Lawyer, 293.

"The Legal Career of John J. Crittenden,"—20 Green Bag, 385.

"Law and Lawyers of Dickens."—20 Green Bag, 395.

"Enforcement of Law."—20 Green Bag, 401.

"New York County Lawyers' Association and Its Objects."—20 Green Bag, 411.

"Delegating Legislative Power over Corporations to Commissions."—36 National Corporation Reporter, 882.

"What Liability Does a Bank Assume as to the Quality and Quantity of the Goods Described in a Bill of Lading Indorsed by It."—67 Central Law Journal, 105.

"Constitutional Questions Involved in the Commodity Clause of the Hepburn Act. (Is a law which prohibits an interstate carrier from carrying a product in which the carrier is directly or indirectly interested constitutional?"—40 Chicago Legal News, 416.

"Responsibility for Approaches to Flats."—125 Law Times, 307.

"Evidence of Telephone Conversation."—7 Criminal Law Journal of India, 161.

"Interim Stay in Criminal Proceedings."—7 Criminal Law Journal of India, 163.

"Ethical Standard of the Bar of Today Compared with the Bar of Yesterday."—7 Criminal Law Journal of India, 170.

"The Advisability of a Longer Law-School Course and a Higher Standard of Admission."—61 Central Law Journal, 85.

"Marriage Brocage Contracts."—10 Bombay Law Reporter, 113.

"The Crime of Suicide."—44 Canada Law Journal, 473.

"A Word as to Charitable Trusts."—14 Bench and Bar, 4.

"Wilful Desertion as a bar to Divorce."—14 Bench and Bar, 6.

"The Easement of Light and Air. II."—24 Law Quarterly Review, 247.

"The True Nature of an Easement."—24 Law Quarterly Review, 259.

"The Creation of Easements."—24 Law Quarterly Review, 264.

"The King v. Almon. II."—24 Law Quarterly Review, 266.

"The Rights of Second Mortgagees Regarding Possession."—24 Law Quarterly Review, 297.

"A Modern Dialogue between Doctor and Student on the Distinction between Vested and Contingent Remainders."—24 Law Quarterly Review, 301.

"History of Contraband of War. I."—24 Law Quarterly Review, 316.

"Meaning of Coasting-Tade in Commercial Treaties."—24 Law Quarterly Review, 328.

"The Protest of Foreign Drafts."—25 Banking Law Journal, 189.

"The Law of Bank Checks (Practical Series)."—25 Banking Law Journal, 451.

"The Law Governing the Rights and Liabilities of Common Carriers."—25 Banking Law Journal, 461.

"The Eleventh Amendment. (Right of Federal courts to restrain by injunction enforcement of criminal statutes of state.)"—36 National Corporation Reporter, 777.

"New Trial Because of Faulty Prognosis by Experts."—36 National Corporation Reporter, 757.

THE HUMOROUS SIDE

Unequal Inducements.—The old-time problem of the hungry donkey between two equally attractive bundles of hay, who starved because he could not choose between them, is suggested, though not paralleled, by a headnote to the case of Lay v. Lawson, 23 Ala. 377, as follows:

"In an action at law between the administrators of two estates, concerning the title to slaves, a woman who was the widow of both of the decedents is an incompetent witness for the administrator of the estate which has the smaller number of distributees."

The decision did not assume that she loved either decedent less, but that she loved the larger distributive share more.

"Ded Rot."—A correspondent of the New York Sun from Wilmington, Del., says a paper found in an old safe was indorsed with these words: "Ded Rot by Bats." Query as to the translation.

Some Got Away.—The police who arrested musicians engaged in a Sunday orchestra concert in Kansas City, some time since, made a report, according to the Indianapolis Commercial, that several of those named on the programme eluded arrest, and warrants for them were requested. The offenders named on the programme who escaped were Beethoven, Rossini, Mendelssohn, Chopin, and R. Wagner.

Were They Loaded?—A violation of ordinances against discharging firearms is hardly to be expected from a judge on the bench; yet a short time ago a New York magistrate before whom Thomas Gunn and Joseph Cannon were arraigned for intoxication said: "Gunn and Cannon, I understand you were pretty well shot last night. I'll discharge you if you promise not to get loaded again." He seemed to think he could make them go off even if they were not loaded.

He Was from Missouri.—The following was written by one Kansas attorney to another in respect to certain litigation.

"In ——— vs. ———, my client is in dorance vile and we will have to wait until he is in better circumstances before we can proceed. When I brought suit he was doing lots of business, and being from Missouri I did not know the rule in regard to cost bonds, but you have shown me.

Yours ————

Atty."

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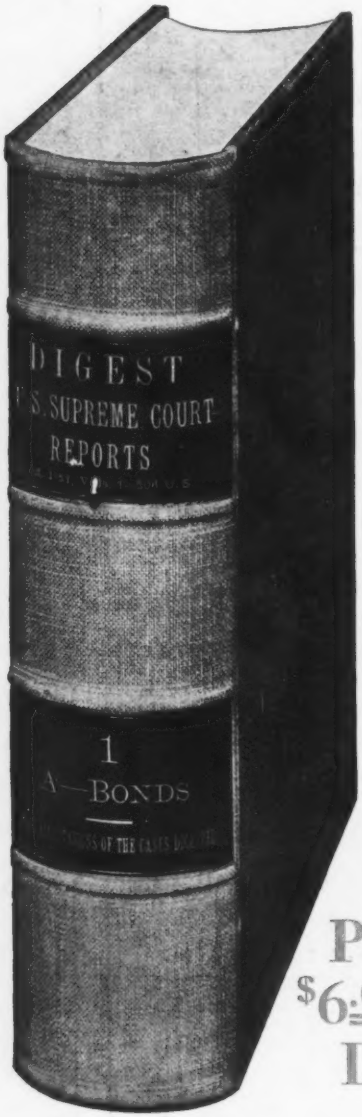

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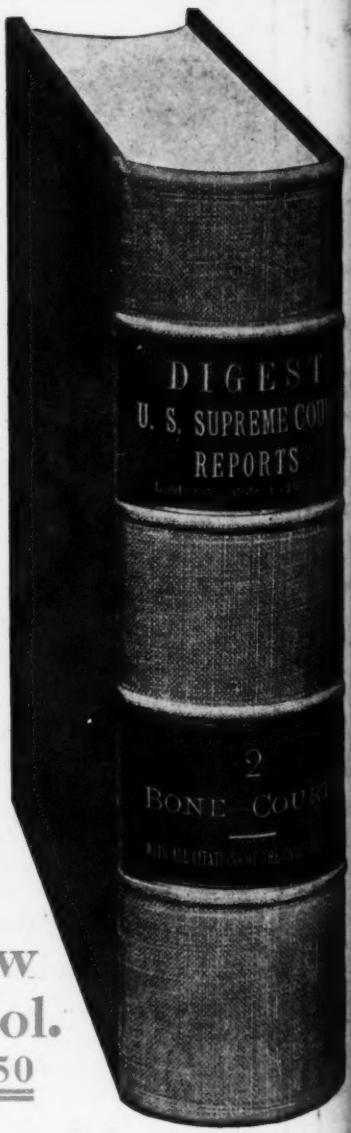

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